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11 CITY NATIONAL ASSET MANAGEMENT, INC.

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

11 **VALERIE LEWIS,**

12 **Plaintiff,**

13 **vs.**

14 **CITY NATIONAL CORPORATION;**
15 **CITY NATIONAL BANK; CITY**
16 **NATIONAL ASSET MANAGEMENT,**
INC.; CNI CHARTER FUNDS,

17 **Defendants.**

CASE NO. CV 12-04269-GHK (AJWx)

Judge: Hon. George H. King

**STIPULATION RE VOLUNTARY
DISMISSAL WITHOUT PREJUDICE OF
DEFENDANTS CNI CHARTER FUNDS,
CITY NATIONAL ASSET
MANAGEMENT, INC., AND CITY
NATIONAL CORPORATION**

21 **TO THE COURT:**

22 By and through their respective undersigned counsel, Plaintiff Valerie Lewis and
23 Defendants CNI Charter Funds ("CNI"), City National Bank ("CNB"), a national banking
24 association, City National Corporation ("CNC"), and City National Asset Management, Inc.
25 ("CNAM"), (collectively "Defendants") stipulate as follows:

26 **WHEREAS**, Defendant City National Bank contends it was Plaintiff's lawful employer
27 during the relevant time periods alleged in the Complaint and as such was solely responsible for
28 any alleged acts or omissions with respect to such employment during that time period;

1 WHEREAS, the parties desire to simplify and streamline this case for litigation purposes;

2 WHEREAS, Defendant CNI Charter Funds contends it was not Plaintiff's employer or an
3 entity otherwise covered by the alleged statutory claims for relief; and

4 WHEREAS, Plaintiff is willing to dismiss certain defendants, without prejudice, provided
5 that Plaintiff suffers no prejudice thereby.

6 NOW, THEREFORE, the parties agree as follows:

7 1. Plaintiff agrees to dismiss, without prejudice, defendants City National
8 Corporation ("CNC"), City National Asset Management, Inc. ("CNAM"), and CNI Charter Funds
9 (collectively, the "Non-CNB Defendants") subject to the following terms and conditions.

10 2. Plaintiff and the Non-CNB Defendants shall each bear their own costs and
11 attorney fees related to this stipulation and dismissal.

12 3. Defendant CNB acknowledges and agrees that it, and not any of the Non-CNB
13 Defendants, was Plaintiff's lawful employer during the relevant periods and with respect to the
14 conduct relating to Plaintiff's employment alleged in the Complaint. Defendant CNB agrees that
15 it, or its employees or agents, and not the non-CNB Defendants, was the decision maker with
16 regard to Plaintiff's employment with CNB and the termination thereof in or about May 2011.

17 4. Without waiver of its ability to seek indemnity from any non-CNB Defendant,
18 Defendant CNB agrees to be responsible for the payment of damages, if any, proven to have been
19 suffered by Plaintiff as a result of any unlawful act or omission and awarded by the court, an
20 arbitrator, or a jury with respect to the claims presently asserted in Plaintiff's Complaint.
21 Damages, if proven, with respect to and awarded on the claims raised in the Complaint, can
22 include economic, non-economic and exemplary damages.

23 5. It is the intent of the parties that Plaintiff not be prejudiced by the dismissal of the
24 non-CNB Defendants. Accordingly, CNB will not argue or contend in this litigation that any
25 particular verdict, decision or result favorable to CNB should be reached based on Plaintiff's
26 dismissal of the non-CNB Defendants.

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1 6. All statute(s) of limitations as to non-CNB Defendants are tolled with respect to
2 the claims alleged in the Complaint.

3 7. If, for any reason, Plaintiff considers it appropriate to re-name any one or all of the
4 non-CNB Defendants as defendants in this matter, the case will proceed as if such defendant(s)
5 had not been dismissed.

6 *Aug 15*
7 Dated: ~~July~~ 15 , 2012

By:



ANDREW MORRISON
Attorney for Plaintiff
VALERIE LEWIS

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11 *August*
Dated: ~~July~~ 14 , 2012

OFFICE OF THE GENERAL COUNSEL


12
13 By:



WILLIAM DAVIS HARN
Attorneys for Defendants
CITY NATIONAL BANK, a national banking
association; CITY NATIONAL CORPORATION;
CITY NATIONAL ASSET MANAGEMENT, INC.

14
15
16 *August 14,*
Dated: ~~July~~ 14 , 2012

17 By:


JACQUELINE COOKERLY AGUILERA
Attorney for Defendant
CNI Charter Funds